STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

Illinois Commerce Commission	)	
On its Own Motion	)	
	)	Docket No. 01-0662
Investigation concerning Illinois Bell	)	
Telephone Company's compliance	)	
With Section 271 of the	)	
Telecommunications Act of 1996	)	Phase 2

PHASE 2 REBUTTAL AFFIDAVIT OF SHERRY LICHTENBERG

WASHINGTON, D.C.	)	
	)	SS
	)	

I, Sherry Lichtenberg, being first duly sworn on oath, state as follows:

1. My name is Sherry Lichtenberg and I am employed by WorldCom, Inc. as a Senior Manager for Operations Support System Interfaces and Facilities Testing and Development in WorldCom's Mass Markets business unit.

2. The attached Phase 2 Rebuttal Affidavit was served on all active parties to Docket 01-0662 via e-mail on March 12, 2003, and contains four separate schedules: (1) Schedule 1 consists of six pages and is a response from SBC to WorldCom data requests dated February 20, 2003; (2) Schedule 2 consists of two pages and is an e-mail from James Ehr dated June 12, 2002 with the subject line "PM Collaborative Info – Line Loss Notice Logic"; (3) Schedule 3 consists of 2 pages from SBC's tariff ILL. C.C. No. 20, Part 2, Section 11, 1st Revised Sheet No. 359 and 359.1 with an effective date of March 24, 2003; and (4) Schedule 4 consists of 2 pages from SBC's tariff ILL. C.C. No. 20, Part 2, Section 11, 1st Revised Sheet No. 359.2 and 359.3 with an effective date of March 24, 2003.

3. The attached Phase 2 Rebuttal Affidavit was prepared by me or under my direction and control and is based on my personal knowledge.

4. I hereby swear and affirm that the statements contained in the attached Phase 2 Rebuttal Affidavit are true and correct, to the best of my knowledge, information and belief.

Further affiant sayeth not.

Sherry Lichtenberg

Sherry Lichtenberg

SUBSCRIBED AND SWORN to
before me this 21st day of March, 2003.

Capricia Galloway

Notary Public

My commission expires on Capricia Galloway
Notary Public, District of Columbia
My Commission Expires 07-15-2006

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On Its Own Motion	:	
	:	01-0662
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Illinois Bell Telephone Company's	:	
compliance with Section 271 of	:	
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1996.	:	Phase 2

PHASE 2 REBUTTAL AFFIDAVIT OF SHERRY LICHTENBERG

ON BEHALF OF WORLDCOM, INC.

WORLDCOM EX. 3.4

March 12, 2003

I, Sherry Lichtenberg, being of lawful age and duly sworn upon my oath, do hereby depose and state as follows:

1. My name is Sherry Lichtenberg. My business address is 1133-19th St., N.W., Washington, DC 20036. I am currently employed by WorldCom, Inc., (referred to herein as either "MCI" or "WorldCom"). I am part of the MCI local services team where I am Senior Manager for Operations Support Systems Interfaces and Facilities Testing and Development. MCI is the WorldCom business unit that provides long distance and local service to residential and small business customers. I am the same Sherry Lichtenberg who filed an Initial Affidavit in Phase 2 of this proceeding on February 21, 2003.

Purpose and Scope of Affidavit

2. I will respond to various issues related to SBC Illinois' Operations Support Systems ("OSS") that were addressed by SBC witnesses in rebuttal affidavits that were circulated to parties on March 3, 2003. In particular, I will respond to the SBC Illinois rebuttal affidavits of Scott Alexander, Mark Cottrell, Denise Kagan, Justin Brown, and Carol Chapman. My comments will focus on the following OSS related issues: (1) SBC's failure to render accurate and reliable wholesale bills; (2) continuing problems with Line Loss Notifications ("LLNs"); (3) SBC's transmission of incorrect completion notices; (4) problems processing orders for new lines due to "working service conflicts"; (5) missing service order

completions and cancellations; (6) unreliable performance data; and (7) line splitting ordering problems.

3. As discussed in greater detail below, SBC has failed to demonstrate that its OSS are operating properly and in a manner that would allow the Illinois Commerce Commission ("Commission") recommend that the Federal Communications Commission ("FCC") grant authority to provide in-state, interLATA services. Unless and until SBC's OSS problems, are addressed and fully resolved, there can be no credible finding that SBC Illinois' local market is fully and irreversibly open to competition.

A. SBC's Wholesale Billing Is Inaccurate And Unreliable.

4. SBC addressed billing issues in the affidavit of Scott Alexander and the joint affidavit of Mark Cottrell and Denise Kagan ("Cottrell/Kagan"). These individuals paint a rosy picture of SBC's billing capabilities that is belied by recent SBC statements about its wholesale billing, information that SBC sent to WorldCom (and, presumably, other CLECs) in February 2003 indicating that it will receive credits to reflect a "reconciliation" of UNE-P charges, and WorldCom's commercial experience with SBC Illinois' wholesale billing.

5. For example, Cottrell/Kagan claim that "SBC Illinois provides CLECs with accurate timely, and auditable billing and usage information in compliance with

the Act."[1] Cottrell/Kagan attempt to minimize the billing errors that Competitive Local Exchange Carriers ("CLECs") identified asserting that "none of the billing claims raised by the CLECs reflect systemic wholesale billing problems that are likely to recur."[2] Instead of addressing specific issues raised by WorldCom, Cottrell/Kagan brush aside specific allegations with general, sweeping contentions:

> Many of the claims raised by CLECs describe incidents that are outdated or involve small disputed amounts, or stem from one-time system changes, and thus do not indicate any competitive impacts on CLECs. Other claims raised by CLECs are so general and lacking in detail that it has been difficult for SBC Illinois to investigate and respond to their claims. Although CLECs do raise claims of billing error, none of their claims demonstrate any systemic issues with SBC Illinois' billing OSS, and or succed in rebutting SBC Illinois' showing that its billing OSS are compliant with checklist item 2.[3]

6. The Cottrell/Kagan affidavit does not comport with reality. As an initial matter, it fails to answer any of the specific problems that I identified with respect to widespread inaccuracies that are contained in the monthly wholesale bills received by WorldCom that are generated through SBC Illinois' Carrier Access Billing System ("CABS"). While I provided a list of Universal Service Ordering Codes ("USOCs") and rates that SBC has been charging WorldCom for activities and products associated with those USOCs, Cottrell/Kagan did not and could not

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[1] Cottrell/Kagan Reb. Aff., p. 2.

[2] *Id*.

[3] *Id*., pp. 2-3.

answer why any such rate was appropriately being charged to WorldCom for services it provides to end user customers via the Unbundled Network Element Platform ("UNE-P" or "UNE Platform"). I described a $53.01 charge associated with the "UJR" and "UPC" USOCs that SBC has charged WorldCom in each month since August 2000 well over a thousand times. I noted that for months in which WorldCom has not provided "new lines" or "additional lines" to customers, SBC has been charging WorldCom outdated line connection charges that are contrary to SBCs UNE-P tariff. I further described the fact that SBC has been charging WorldCom $5.01 monthly recurring charge for unbundled local switching ports when SBC was ordered by the Commission to revise that rate in an order issued in Docket 00-0700 on July 10, 2002. The amount of incorrect charges that SBC has assessed to WorldCom are substantial. Cottrell/Kagan fail to address any of these issues.

7. Indeed, SBC has admitted that many of the charges and USOCs that I described in my direct affidavit do not comport with its existing tariffs and should not be applicable to UNE-P ordering or provisioning. In response to WorldCom's inquiry about USOCs and associated rates that routinely appeared on WorldCom UNE-P bills from August 2002 through January 2003, SBC indicated:

> As noted in the response below, the following non-recurring charges are not currently applicable to the ordering and provisioning of UNE-P in Illinois : (1) NR9UU, SO Charge-Initial Basic Port ($17.37); (2) SEPUP, Processing Charge-Establish (loop order) ($13.17); (3) UJR, Basic Line Port-Residence ($53.01); and (4) UPC, Basic Line Port-Business ($53.01). Based

> on a review of its electronic ordering and billing systems, SBC Illinois has confirmed that these USOCs are not, in fact, currently being applied to UNE-P orders from MCI that flow through the those systems. To the extent that these rates have been charged to MCI in Illinois during periods of time when they were inapplicable, such incorrect charges appear to have been the result of errors in manually handling a small percentage of orders that fell out of the electronic ordering system .
>
> The other USOCs listed below are all properly applicable to MCI's bills for UNE-P. In the case of six of those USOCs, however, the rates listed below are not consistent with the currently effective tariff rates for UNE-P. These USOCs include the following non-recurring charges (NR9F6, NR9UV, and SEPUC) and the following recurring charges (UJR, UPC and UPZ). Our review indicates that the MCI-specific UNE-P pricing table in the Illinois CABs billing system was not updated when changes to those rates became effective at various times during 2002. The Company in the process of updating those tables.[4]

8. Each of the above-noted USOCs and rates routinely appeared on WorldCom UNE-P CABS bills from at least August 2002 through January 2003. WorldCom purchases UNE-P and unbundled local switching and shared transport out of SBC Illinois' tariffs. SBC response to WorldCom's USOC rate questions acknowledges that SBC has assessed charges to WorldCom that are not consistent with its tariffs and Commission-approved Total Element Long Run Incremental ("TELRIC") recurring and nonrecurring rates associated with UNE-P. Simply put, that fact cannot be squared with the position of Cottrell/Kagan that SBC's bills are accurate, timely and auditable.

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[4] *See* Response of SBC Illinois to a portion of the data requests contained in WorldCom letter from Darrell Townsley to Karl B. Anderson, Counsel for SBC Illinois, dated February 19, 2003, response to request No. 1.0. The entire response is appended to this affidavit and identified as Schedule 1.

9. Moreover, while SBC's answers to WorldCom's billing questions attempt to leave the impression that billing errors are insignificant or have been fixed, that is not true. For instance, while SBC says they are not applicable to UNE-P ordering or provisioning in Illinois, WorldCom was able to discern from its February 16, 2003 CABS bill that SBC continues to bill WorldCom for the following USOCs at the following rates: NR9UU, SO Charge-Initial Basic Port ($17.37); (2) SEPUP, Processing Charge-Establish (loop order) ($13.17); (3) UJR, Basic Line Port-Residence ($53.01); and (4) UPC, Basic Line Port-Business ($53.01). That is true despite SBC's response to WorldCom's billing questions which indicates that SBC checked its ordering and billing systems and confirmed that those USOCs "are not, in fact, currently being applied to UNE-P orders from MCI that flow through the those systems." In addition, WorldCom has confirmed that its February 16, 2003 CABS bill continues to include a $5.01 monthly recurring charge for the unbundled local switching port for which WorldCom should be charged no more than $2.18. This unbundled local switching overcharge has been assessed to WorldCom by SBC hundreds of thousands of times on a monthly basis at least since August 2002, and continues to appear on WorldCom's latest bill. Again, WorldCom's commercial experience with SBC's wholesale billing cannot be squared with the position of Cottrell/Kagan that SBC's bills are accurate, timely and auditable.

10. In addition to SBC's acknowledgement that its wholesale bills do not reflect accurate rates for UNE-P and WorldCom's commercial experience with SBC's inaccurate wholesale bills, SBC has indicated that it is "reconciling" Illinois UNE-P charges. As I had mentioned in my Phase 2 Direct Affidavit, on or about February 6, 2003 SBC indicated that WorldCom would be receiving a credit from SBC to reflect a "reconciliation" of UNE-P charges. It is my understanding that the specific amount of credit that SBC indicated it would be providing to WorldCom to "reconcile" UNE-P charges for Illinois is approximately $2.1 million. While credits started to appear on WorldCom's February 16, 2003 CABS bill, it is my understanding that no credit was applied for misbilled UNE-P nonrecurring charges, and that WorldCom has been unable to determine the bases for the credits that are being applied to some recurring charges. It remains unclear exactly what SBC is "reconciling" – in other words what the credits are for and how and why they are being applied. Clearly, SBC's behavior here does not portray a robust billing system which produces auditable and correct bills.

11. SBC witness Scott Alexander also addresses the billing issue. Mr. Alexander's rebuttal affidavit raises the issue that any determination as to whether particular rates have been appropriately applied in a specific situation requires an analysis of that CLEC's interconnection agreement to determine whether it is to be billed items at the effective contract rates, or at the tariffed rates. In his opinion, Mr. Alexander believes that effective contract rates apply unless an amendment to a

CLEC's contract incorporates updated rates or an effective tariff is incorporated into the contract by reference. Mr. Alexander also claims that if a CLEC's effective agreement contains rates, terms and conditions for a particular UNE, then the CLEC may not unilaterally elect to take the same UNE under an effective tariff.[5]

12. Mr. Alexander's affidavit implies that all of the billing errors identified by CLECs are not legitimate because they may not be properly purchasing items from a tariff or have their interconnection agreements amended. Mr. Alexander's contentions certainly do not apply to the billing accuracy issues that WorldCom has raised. As I observed in my Phase 2 Direct Affidavit at footnote 12 and as discussed above, WorldCom purchases unbundled local switching and shared transport and UNE-P out of SBC Illinois' tariffs. SBC has not disputed that WorldCom purchases these items out of its tariff. Indeed, SBC has indicated to WorldCom that the unbundled local switching and shared transport that is in the SBC/WorldCom interconnection agreement is not the same unbundled local switching and shared transport that SBC uses to provide UNE-P. As such, it is not possible for WorldCom to purchase unbundled local switching and shared transport and, in turn, UNE-P from that interconnection agreement. Instead, WorldCom purchases those items from SBC Illinois' tariffs.

[5] Alexander Reb. Aff., pp. 5-6.

13. Thus, all of the rates that WorldCom pays for these items come from SBC's tariffs and the Commission's orders that have determined the just and reasonable rates recurring and nonrecurring for those items. Any inference that Mr. Alexander is attempting to make does can not apply to WorldCom's billing disputes. Moreover, if Mr. Alexander believes that his analysis somehow applies to the rates and USOCs that I identified in my Direct Affidavit, he has failed to address in any manner what he believes the appropriate rates are that WorldCom should be charged or the basis for such rates. Mr. Alexander's affidavit does nothing to shed light on how SBC's wholesale billing is accurate and appears to exacerbate Commission and CLEC confusion about what rates should apply.

14. Finally, I disagree with Mr. Alexander's assertion that a CLEC may not unilaterally elect to take the same UNE under an effective tariff if it has that same UNE in its contract. I am not an attorney and neither is Mr. Alexander. Nevertheless, the plain language of SBC Illinois unbundled local switching tariff plainly states that a CLEC with an interconnection agreement can purchase out of the tariff:

> Unless otherwise provided in an interconnection agreement or amendment thereto between the Company and a telecommunications carrier which is dated after June 30, 2001, telecommunications carriers that already have an interconnection agreement with the Company pursuant to Section 252 of the Telecommunications Act of 1996 shall be permitted to purchase ULS-ST under this tariff. However, a telecommunications carrier is not

> required to have an interconnection agreement with the Company before subscribing to ULS-ST under this tariff. ULS-ST is available to a requesting telecommunications carrier for the provision of local exchange, interexchange that includes local, local toll, and intraLATA toll, and exchange access telecommunications services within the LATA to its end users or payphone service providers.[6]

15. Similarly, SBC Illinois' UNE-P tariff plainly states that a CLEC with an interconnection agreement can purchase out of the tariff:

> Unless otherwise provided in an interconnection agreement or amendment thereto between the Company and a telecommunications carrier which is dated after June 30, 2001, that telecommunications carrier shall be permitted to subscribe to Pre-Existing and New UNE-P under this tariff regardless of whether or not the telecommunications carrier has an effective interconnection agreement with the Company pursuant to Section 252 of the Telecommunications Act of 1996.[7]

16. Based on the foregoing passages from SBC Illinois tariffs, the inference in Mr. Alexaner's affidavit that a CLEC may not unilaterally elect to take the same UNE under an effective tariff if it has that same UNE in its contract is clearly wrong.

17. Neither the joint affidavit of SBC witnesses Cottrell and Kagan nor the affidavit of SBC witness Scott Alexander directly address the wholesale billing issues that WorldCom has raised in Phase 2 of this proceeding. The undisputed record demonstrates that SBC Illinois is failing to "provide competitive LECs with . . .

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[6] SBC Illinois ULS-ST tariff, SBC Illinois Tariff 20, Part 19, Section 21, 5th Revised Sheet No. 1, effective July 12, 2002.

[7] SBC Illinois UNE-P tariff, SBC Illinois Tariff 20, Part 19, Section 15, 5th Revised Sheet No. 5, effective July 12, 2002.

complete, accurate and timely wholesale bills,"[8] and has been unable to date to "demonstrate that it can produce a readable, auditable and accurate wholesale bill in order to satisfy its nondiscrimination requirements under checklist item 2."[9] For these reasons, SBC Illinois has failed to demonstrate that it provides nondiscriminatory access to network elements in accordance with the requirements of sections 251(c)(3) and 252(d)(1) and checklist item 2. Nothing in SBC Illinois' rebuttal affidavits has caused me to change my recommendation that the Commission withhold any favorable recommendation on SBC's request for Section 271 authority unless and until SBC demonstrates that it provides CLECs with complete, accurate and timely wholesale bills that are readable, accurate and auditable. Absent such a showing, SBC cannot demonstrate that it satisfies the nondiscrimination requirements under checklist item 2.

B. Additional Line Loss Notification ("LLN") Problems Identified.

18. At pages 43 through 46 of its reply comments, SBC acknowledges that Line Loss Notice ("LLN") problems have persisted. However, SBC attempts to characterize the LLN problems cited by CLECs as insignificant since they were limited in time and scope and were resolved by parties quickly on a business-to-business basis.

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8 *In the Matter of Application by Verizon Pennsylvania Inc., Verizon Long Distance, Verizon Enterprise Solutions, Verizon Global Networks Inc., and Verizon Select Services Inc. for Authorization To Provide In-Region, InterLATA Services in Pennsylvania*, (CC Docket No. 01-138), ¶ 13 ("*Pennsylvania Order"*).

9 *Pennsylvania Order* at ¶ 22.

While it apparently believes that LLN issues are not really a problem, SBC points to the LLN Communications Improvement Plan it filed in Michigan as additional assurance that future LLN issues will be addressed in an effective manner.[10]

19. Paper promises that future LLN problems will be resolved in an effective manner provide little if any comfort to CLECs that have suffered through customer impacting LLN problems for over a year. On March 6, 2003 – three days after SBC filed its Reply Comments and rebuttal affidavits in this proceeding -- SBC sent a notification to CLECs in an accessible letter identified as CLECAMS03-019 stating:

> The purpose of this accessible letter is to inform CLECs of a Line Loss Notification issue identified on 3/5/03 in the SBC Midwest Region 5-State. As a result of a CLEC report, SBC Midwest Region 5-State investigation has identified situations where notifications were sent on lines that CLECs did not lose. These occurred when the winning CLEC used LSOR version 5 and assumed the main billing telephone number (BTN) only, of a multi-line account. Loss notifications were sent appropriately on the lost billing number. In addition, loss notifications appear to have been sent as well on the new main billing number, when it was not an actual loss. It appears this issue affected less than 3000 transactions over a period of several months.
>
> Additional analysis is currently being conducted to determine the start date of the issue, the exact number of Line Loss Notifications (LLNs) sent in error, the CLECs impacted and to better understand the root cause. SBC Midwest Region 5-State will provide more information regarding this issue in a related accessible letter at the earliest possible date. All affected CLECs will be contacted directly by their OSS Manager.

[10] Reply comments, p. 46; Cottrell Reb. Aff. Paragraphs, 22-23.

20. This notification came just after CLECs and SBC completed discussion of the so-called line loss compliance plan in Michigan. One of the biggest issues in this discussion was the CLEC request that an announcement of a line loss problem be sent as soon as the problem was detected and that all CLECs be informed. While SBC did not want to follow this process, it appears from SBC's March 6 accessible letter that such a notification was indeed necessary. It is clear that SBC has not adequately addressed LNN problems. The problem alluded to in the March 6 accessible letter is the same LLN problem SBC had previously - - that partial migrations are not generating line losses the way they should. Shortly after receiving the March 6 letter, WorldCom contacted SBC in an attempt to determine to what extent this latest LLN problem would impact WorldCom's operations. While SBC has confirmed that WorldCom is impacted by this LLN problem, to date SBC has been unable to provide any information as to the level of that impact. SBC has not provided WorldCom with the number of inaccurate LLNs that they have transmitted (this time the inaccurate LLNs told CLECs that a customer was lost when the customer was not) or how SBC will identify those customers that are impacted by the latest installment in the continuing LLN saga. WorldCom is still waiting. Clearly, SBC's 5-state investigation team doesn't do much investigating.

21. In addition to continuing LLN problems, it has come to Worldcom's attention that so-called "winbacks" may not have been reported in the line loss performance

measure identified as Michigan 13 that was evaluated by BearingPoint. WorldCom also is concerned that SBC Illinois may not report these losses in the new Michigan 13 ("MI 13") and Michigan 13.1 ("MI 13.1") metrics on line losses adopted in the last six month reviews. CLECs had always intended all loss notices be covered by the metric. Whether the loss is to other CLECs or back to SBC Illinois the business need for timely loss notices to the losing carrier does not differ. The old version of Performance Measure MI 13 describes the start time for the measuring the time interval for the loss notice to the losing carrier from the generation of a completion notice to the "new carrier" to which a customer switches his or her service. However, SBC Illinois now construes Performance Measure MI 13 as originally constructed to exclude winbacks because completition notices were either not transmitted from SBC Illinois to itself when a customer switched service from a CLEC back to SBC, or SBC was simply ignoring those notices and availing itself of other more timely and superior line loss information that was not available to CLECs. In other words, SBC apparently did count in the old MI 13 situations in which a customer leaves a CLEC to return to SBC Illinois – a so-called "winback" where SBC wins back the customer.

22. The new MI 13 and MI 13.1 measures use "completion of work" as the start time in the definition, business rules and calculation section. However, the second sentence of the business rules states: "The date that the last service order

associated with the LSR is provisioned is the work completion date." SBC Illinois now appears to be using the word LSR, which is a CLEC ordering vehicle, as a loophole in the new metric for excluding "winback" line loss notices. If winbacks were singled out from the other line loss notices and agreed to as exclusions in the six month review, the place to put information would have been in the Exclusions section of the metric.

23. While MI 13 as originally interpreted by SBC apparently excluded winbacks, the Illinois Commission directed SBC Illinois to change the performance measure because it found in a complaint case brought by Z-Tel Communications that SBC Illinois was providing inferior and discriminatory access to OSS by providing CLECs with late and inaccurate LLNs. At the same time SBC was providing CLECs with late and inaccurate LLNs, SBC was utilizing superior and more timely information to instigate winback marketing to customers who had left SBC, thereby providing SBC an unearned marketing advantage. In the Z-Tel complaint case the Commission found that SBC Illinois' actions were *per se* impediments to competition that violate Illinois law.[11] In discussing the discriminatory treatment that CLECs were experiencing as a result of SBC Illinois' LLN practices, the Commission specifically addressed Performance Measure MI 13 and its shortcomings:

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[11] Z-Tel Communications, Inc. v. Illinois Bell Telephone Company d/b/a Ameritech Illinois, Order, Docket No. 02-0160, issued May 8, 2002 ("Z-Tel Complaint"), p. 26.

> The Commission finds that the LLN performance measure ("MI 13") needs to be improved. It is clear from the record in this case that MI 13 as it currently exists, is not adequately measuring Ameritech's LLN failures. The performance measure shows Ameritech completing line loss notices in a timely manner in about 90-95% of the time. (Staff Ex. 1.0 at 14). Whereas, Z-Tel provided testimony that for the period from March 1, 2002 through March 11, 2002 (after the Complaint was filed) no less than 42% of the records received from Ameritech were provided to Z-Tel more than 6 days after the Ztel customer disconnected from Z-Tel. (Reith Direct Testimony at 9). There is clearly something wrong here.
>
> Staff witness Weber identified two problems with the way Ameritech measures its performance in delivering LLNs. First, the data Ameritech reports does not account for loss notifications that are supposed to be sent to a losing carrier but are not. Second, Ameritech measures the timeliness of its loss notification transactions from the time the completion notice is sent to the new carrier, instead of from the time the disconnect order completes for the losing carrier. Therefore, if Ameritech's service order completion notices to the new carriers are delayed, the performance measure would not account for the delay. (Staff Ex. 1.0 at 14).
>
> Staff witness Weber testified that since January 1, 2002, 83 CLECs could have been affected by the loss notification issue. (Staff Ex. 1.0, p. 6). The performance measure needs to be redesigned to address the problems identified by Staff. Ameritech is directed to provide reports, to be reviewed by Z-Tel and Staff, describing its efforts in correcting the problems with MI 13.[12]

24. While the Illinois Commission clearly wanted changes made to MI 13 to ensure that SBC was not discriminating in the provision of LLNs to CLECs and itself, SBC Illinois has now advised CLECs and Commission Staff that the revised MI 13 discussed in the six month review also excludes winback LLNs. This

[12] Id., p. 26.

demonstrates that MI 13 has been severely compromised since it excludes the biggest problem in losses. This revelation about MI 13 and MI 13.1 puts SBC Illinois' claims about this metric in a whole new light. SBC witness Mr. Cottrell's affidavit that indicates that SBC has generated line losses over the last 6 months, apparently excluding all winbacks. Moreover, it appears to demonstrate that SBC Illinois can't even figure out how many LLNs it has actually sent - ever.

25. Since most of the line losses in SBC Illinois territory are more likely than not winbacks, i.e., customers who leave a CLEC and return to SBC Illinois, and most of the line loss problems have been with winbacks, this is disturbing and calls into question whether the metrics results reported by SBC Illinois for performance measure MI 13 mean anything. The Commission should require testing of measure PM13 without the exclusion of winback lines losses.

26. The confusion surrounding whether winback LLNs have been included in reports on MI 13 and 13.1 became apparent during a conference call concerning the Michigan OSS Compliance Plan on March 12, 2003. During that call, representatives of SBC indicated that it was SBC's <u>intent</u> that MI 13 and MI 13.1, as revised in the most recent 6 month review process, includes winbacks. That intent was reflected in an e-mail from James Ehr to participants in the 6 month review process dated June 12, 2002. That e-mail is appended to this affidavit and marked as Schedule 2. Despite SBC's stated intent, there was some concern

expressed that the business rules for MI 13 and MI 13.1 (as revised in the latest 6 month review and as reflected in the performance measure tariff filed by SBC Illinois on February 7, 2003) would require winbacks to be excluded. The tariff pages reflecting MI 13 and MI 13.1 are appended to this affidavit and marked as Schedules 3 and 4, respectively. While SBC has agreed to review and revise the business rules for MI 13 and MI 13.1 to make clear that winbacks are not excluded from reporting under the revised measures, WorldCom remains concerned that MI 13 and MI 13.1 as originally constructed and as tested by BearingPoint failed to include winback LLNs. For those tests to be valid, the Commission must ensure that winback LLNs were not excluded and, if they were, that those measures be included and the new metrics tested.

27. The bottom line is the LLN problems continue. These persistent and nagging LLN deficiencies demonstrate that SBC's OSS software is not stable and that SBC's repeated attempts to fix LLN issues have not been effective. It is clear that improvements are needed prior to, not after, section 271 approval. The Illinois Commission needs to be confident that customer impacting LLN problems have been resolved and that SBC follows change management processes before it can conclude that SBC is providing nondiscriminatory access to OSS. SBC has failed to demonstrate that it provides access to OSS in a nondiscriminatory manner required by the Telecommunications Act of 1996. The Commission should

withhold any positive recommendation on SBC Illinois' 271 application unless and until LLN problems are fully and finally resolved.

C. Transmission of Incorrect Completion Notices.

28. SBC witness Justin Brown submitted an affidavit addressing service order completions transmitted by SBC to WorldCom in error. Upon receiving an erroneous completion notice from SBC, WorldCom commences billing the customer associated with that notice. However, if the customer has not been migrated to WorldCom, the customer is being billed by SBC or another CLEC, resulting in the customer being double billed. Mr. Brown readily admits that SBC transmits erroneous completion notices, but downplays the significance based on his assertion that they occur infrequently.[13] According to Mr. Brown, WorldCom should not get a LLN for these customers because the order should not have been completed in the first place.[14] Mr. Brown's position is absurd. Whether it should have or not, SBC has transmitting notices indicating that an order completed, which results in WorldCom initiating billing for the customer. The OSS message that tells WorldCom that a customer has switched back to SBC Illinois or to another CLEC is a LLN. Accordingly, it is incumbent upon SBC to send a LLN to WorldCom or any CLEC as soon as SBC becomes aware that it has sent a completion notice in error. The LLN will contain the effective date that billing

[13] Brown Reb. Aff. paragraph, 22.

[14] *Id*., paragraph 24.

should have been stopped. This would be the date the order was completed in error and would allow these orders to be treated via standard processes.

29. Mr. Brown's excuse for not sending a LLN is that the its e-mail written report provides WorldCom with more detail than the LLN. Mr. Brown's defense of SBC's process fails to explain why it is that the order completed in the first place, does not note whether the customer really ever received service from MCI, fails to state whether SBC reversed the billing for the customers they mistakenly transferred. Simply put, there is no root cause identified as to why this problem occurs or how it can be fixed. In fact, Mr. Brown's non-response highlights how the entire process employed by SBC is manual and that SBC disregards CLEC's requests that SBC follow standard processes – in this case issuing an LLN – so that customers are not negatively impacted by the erroneous completion notices that SBC transmits to CLECs. That is necessary to ensure that the customer is not double billed.

30. Moreover, the erroneous completion notices are not included in any of SBC's performance metrics. To the contrary, the performance measure for Service Order Completion ("SOC") will show only that the SOC was sent on time, never capturing the fact that it was taken back and should have never been sent in the first place. The line loss is not missing because SBC Illinois unilaterally decided

that it doesn't need to send LLNs in this situation. Accordingly, neither the SOC nor LLN performance measures will capture this acknowledged problem.

31. As I discussed in my Phase 2 Direct Affidavit, and as Mr. Brown's rebuttal affidavit makes clear, SBC's e-mail transmissions on erroneous completion notices are only one example of a more general issue – SBC's use of non-automated processes to send some notices to WorldCom. SBC continues to send a miscellaneous line loss notifications via e-mail, and, as noted below, sends some "working service conflict" notifications via fax. The Commission should require SBC Illinois to eliminate the use of ad hoc processes that are entirely outside the normal flow of automated notices before it will provide a positive recommendation on SBC Illinois' 271 application. The Commission should make clear that SBC must eliminate the transmission of erroneous completion notices.

D. Working Service Conflict Problems.

32. SBC witness Justin Brown paints maintains that there are no problems with the Working Service Conflict ("WSC") process. Mr. Brown comments on WorldCom's complaint that WSC did not receive WSC notification forms because SBC directed the forms to the wrong facsimile number.[15] SBC acknowledges that WorldCom forwarded to SBC the facsimile number in accordance with accessible letter CLECAM02-349, but indicates that SBC failed

[15] *Id*., paragraph 13.

to retrieve the number and forward it to the Local Service Center. As a result, the forms were misdirected. Apparently the facsimile number was not retrieved and forwarded to the LSC due to a death in the family of the responsible employee.[16]

33. WorldCom appreciates SBC's candor on the issue of the misdirected WSC forms. Nevertheless, the incident again highlights the general problems that occur as a result of ad hoc manual processes. Indeed, soon after SBC released the accessible letter describing the WSC process on July 24, 2002, WorldCom conveyed its concern that the WSC form was going to be sent by facsimile and instead asked for an e-mail process similar to the service abandonment form to which the WSC is related. With the service abandonment form process, SBC sends WorldCom an e-mail alerting it of abandoned stations (where a customer has left but service is still in place), which is the general reason that there is working service conflict in the first place. SBC refused to implement the e-mail process and insisting instead on the facsimile process which resulted in WSC forms being misdirected. It is my understanding that WorldCom and other CLECs disagreed vehemently at the CLEC User Forum ("CUF") meeting that the facsimile process should move forward, but SBC unilaterally rolled out this process anyway. WorldCom regrets that the WSC faxes were sent to a wrong fax number due to a death in an employee's family, but this simply points out the poor track record that SBC has with its many manual processes.

[16] *Id*., footnote 1.

34. As discussed above, the Commission should require SBC Illinois to eliminate the use of ad hoc processes that are entirely outside the normal flow of automated notices before it will provide a positive recommendation on SBC Illinois' 271 application.

E. Missing Service Order Completions ("SOCs") and Cancellations.

35. SBC witness Justin Brown implies in at paragraph 17 footnote 2 that SBC allows Worldcom to send missing notifiers, including SOCs and erroneous cancellations, via spreadsheets. Mr. Brown claims contends that an LSC Line Manager incorrectly indicated that the process had changed and WorldCom would be required to call the LSC to report the missing notifiers rather than using the previously established process of sending them via spreadsheet. According to Mr. Brown, WorldCom was informed by its account manager on February 5, 2003 that the line manager in question has been updated on the correct procedure.

36. Mr. Brown's account of the missing notifier process change does not jibe with WorldCom's actual experience. WorldCom was informed in October 2002 by its account team that SBC was requiring that it stop sending missing notifier information via spreadsheet, not by a Line Manager at the LSC. SBC's account of what happened is inaccurate. As a result of the direction WorldCom received from its SBC account team in October, WorldCom has been required to phone in

missing notifiers to the LSC. Contacting the LSC is much more cumbersome and time-consuming than the spreadsheet process. WorldCom appreciates the fact that SBC has now confirmed that the information it received from its account team was erroneous and looks forward to reinstituting the spreadsheet process for missing notifiers. However, this incident once again underscores the problems with manual processes instituted by SBC. Since WorldCom has been in the local market in Illinois since December 2000, the Local Ordering Center ("LOC") should have learned by now how to handle missing orders.

37. With respect to cancellations, Mr. Brown also attempts to minimize the significance of the problem. His explanation points directly back to the manual handling of the problems that appear to be more the rule than the exception at the LSC. Indeed, SBC has provided a more complete explanation of why it is canceling WorldCom orders without notifying WorldCom. WorldCom transmitted to SBC a list of 160 orders for which it had not received a completion notice in November or December. SBC returned a spreadsheet analyzing these orders. The legend at the back of the spreadsheet provides the different explanations SBC gave for canceling each order. The vast majority were cancelled as a result of systems or manual errors on the part of SBC (with SBC's responsibility for the remainder somewhat less clear). SBC service representatives canceled 13 orders in its back-end system ASON, but failed to reissue these orders. They cancelled 41 additional orders in ASON that they did

reissue but for which SBC failed to transmit a completion notice. SBC cancelled 22 orders "due to reject[s]" without transmitting rejection notices to WorldCom, cancelled 13 additional orders that it said were for valid rejects but for which it also failed to transmit rejection notices, cancelled five more orders that should have been rejected because the customers were in the process of switching to another carrier, and cancelled 43 orders as a result of the working service conflict issue.

38. The problem has only grown worse since November and December. As of February 27, WorldCom was missing 135 completion notices in Michigan, 211 in Illinois and 132 in the other states in the former SBC Midwest region. WorldCom has submitted the list of orders for which it is missing completion notices to SBC for analysis. It is likely that SBC will provide reasons similar to those it gave for the November/December orders. There is no excuse for SBC's continuous cancellation of orders without transmission of any notification to WorldCom.

39. Before the Commission can reasonably conclude that SBC provides nondiscriminatory access to OSS, SBC must stop canceling orders erroneously and must notify WorldCom when it does cancel orders, regardless of the cause. I urge the Commission to withhold any favorable recommendation with respect to

SBC Illinois' 271 application unless and until it demonstrates that this problem is resolved.

F. Performance Data is Unreliable.

40. SBC's performance data remains unreliable. The Commission should carefully examine the recent affidavit of Nancy Weber, writing on behalf of the staff of the Illinois Commerce Commission from the Illinois 271 proceedings. Att. 6. Based on a thorough analysis of the BearingPoint and Ernst & Young tests, Ms. Weber concluded that SBC's performance data remains unreliable. Indeed, in an affidavit summarizing the conclusions of Illinois staff, Jeffrey Hoagg explained that staff was unable to recommend approval of SBC's section 271 application in Illinois because of OSS deficiencies, failures of key performance metrics, and the absence of an effective performance remedy plan, as well as SBC's unreliable performance data.

41. Moreover, BearingPoint continues to open Exceptions related to Metrics issues. On February 18, BearingPoint issued two new exceptions based on SBC's failure to adequately document the calculation logic it uses to determine performance measurement results. Until SBC's performance reporting improves, there is no way to know whether SBC's performance is nondiscriminatory today and no way to prevent backsliding in the future. The Illinois Staff summarizes:

> The results of the reviews by BearingPoint and Ernst & Young of SBC Illinois' performance measurement data, taken together,

> significantly undermine the accuracy and reliability of those data. Since those data serve as inputs to any performance remedy plan used to prevent future 'backsliding', the efficacy of any such plan is seriously compromised unless these deficiencies are resolved. Moreover, until those data can be demonstrated to be accurate and reliable by BearingPoint (or another independent third party using a similar analysis), it cannot be relied upon to establish current or future compliance with applicable competitive checklist requirements.[17]

I could not agree more.

G. Line Splitting.

42. SBC witness Carol Chapman addresses line splitting. Ms. Chapman attempts to minimize the OSS barriers that will prevent CLECs from being able to implement line splitting in a manner that will promote competition for Digital Subscriber Line ("DSL") service. For example, through the workshop/hearing in this proceeding, it is now clear that SBC will not accept electronic orders for line splitting if the CLEC is on a different version of Electronic Data Interchange ("EDI") than the Digital Local Exchange Carrier ("DLEC"), down to the dot release. That means that CLECs and DLECs who are on different dot releases of software (for example, LSOG 5.03 and 5.04) cannot get line splitting. Moreover, it is apparent that a customer who is served by a line splitting arrangement but wants to disconnect his DSL service cannot do so without risking loss of dial tone for seven days and loss of his telephone number.

[17] Weber Dir. Aff. at 4.

43. Both of these systems limitations are serious impediments to line splitting and will soon affect WorldCom. WorldCom has not yet begun submitting line splitting orders in Illinois but intends to begin doing so soon. WorldCom plans to engage in line splitting by combining DSL service (using the assets purchased from Rhythms, as well as teaming with other DLECs) with WorldCom's local voice service offerings. In doing so, WorldCom's DSL organization would act as a DLEC engaging in line splitting with WorldCom as a voice CLEC. WorldCom has been working to develop a process for placing line splitting orders. But the issues described above will pose serious impediments to WorldCom's plans and could make it impossible for us to create a mass markets DSL product.

44. WorldCom's mass markets (local voice) organization and its DLEC are not on the same version of EDI. Nor will they be on the same dot release of EDI when both switch to new EDI versions in April. WorldCom's mass markets organization chooses when to move to new versions of EDI and whether to move to those versions based on the functionality they provide and the risks and costs of moving to those new versions. WorldCom's DLEC, on the other hand, like many DLECs, purchases EDI from NightFire – a vendor – and has little choice but to use the version of EDI NightFire sells. And even if its DLEC could move to the version of EDI used by WorldCom's mass markets organization, this would preclude it from providing DSL in conjunction with other CLECs that are on different

versions of EDI. More importantly, should a CLEC, like WorldCom, want to team with more than one DLEC, all three companies would need to be on the same dot version of OSS. This seriously limits a CLEC's ability to extend the reach of its DSL offering, since it is likely that multiple DLEC partners would be required to cover the entire SBC Illinois service territory.

45. SBC must correct the version limitation on line splitting orders or WorldCom may not be able to submit such orders at all. Unfortunately, since the dot version EDI limitation did not become apparent until very recently, WorldCom does not know whether even a work-around would be viable, how costly it would be, or how much inefficiency it would create in the submission of orders. Additionally, WorldCom is concerned about proceeding with plans to implement line splitting while SBC's three-order disconnect process is in place. If WorldCom does go ahead, it appears the three-order process could cause significant harm to WorldCom's customers.

46. SBC's line splitting processes therefore pose a substantial barrier to CLECs' ability to successfully provide line splitting. Yet line splitting is likely to be critical as more and more customers come to desire broadband service.

<u>Conclusion</u>

47. WorldCom continues to experience a number of important OSS problems in its commercial operations. In particular, SBC erroneously returns completion notices on orders it has not completed – and informs WorldCom of this fact via e-mail rather than via fully automated processes, unnecessarily requests additional information from CLECs on requests for new lines – and transmits these requests via fax, erroneously cancels WorldCom orders – without informing WorldCom of this at all, often fails to provision the features and options requested on CLEC orders, fails to process WorldCom orders to disconnect service, makes repeated mistakes in transmission of line loss reports, and provides WorldCom with very inaccurate wholesale bills. While some of these problems may not seem critical individually, collectively they substantially hinder WorldCom's ability to compete in the local market in Illinois.

48. The burden is on SBC to demonstrate nondiscriminatory access to OSS at the time it applies based on dependable and accurate performance measures, and to show that it has in place a plan that will prevent future backsliding. It has not done so. As a result, the Commission should refrain from making any positive recommendation to the FCC concerning SBC Illinois 271 application unless and until this shortcomings are resolved.

49. This concludes my affidavit.

SBC

Karl B. Anderson
Senior Counsel
Legal/State Regulatory

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February 20, 2003

Mr. Darrell Townsley
WorldCom
205 North Michigan Avenue
Suite 1100
Chicago, IL 60601

Re: ICC Docket 01-0662

Dear Mr. Townsley:

I have attached the Response of SBC Illinois to a portion of the data requests contained in your letter dated February 11, 2003.

Very truly yours,

Karl B. Anderson

KBA/ajb
Enc.
cc: (all via email)
Mr. Carmen Fosco
Ms. Cheryl Hamill
Mr. David Chorzempa
Mr. Owen MacBride

ICC Docket No. 01-0662
WorldCom
Data Request No. 1.0

Request: Set forth below are a list of Universal Service Order Codes ("USOCs") and the rates associated with those USOCs that have appeared in monthly Carrier Access Billing System ("CABS") bills that MCImetro Access Transmission Services, LLC ("MCI") has received from SBC Illinois during 2002 and 2003 related to MCI's provision of services to its customers via the UNE Platform. The USOC descriptions below are as they appear in the CABS bills that MCI receives from SBC. For each USOC and associated rate, please identify the activity, product or service to which the rate identified applies, and the citation to the tariff, interconnection agreement or other document which contains the rate and describes the activity, product or service to which the rate applies.

Response: For each of the USOCs listed below, SBC Illinois has provided a citation to the current tariff, and the currently effective tariff rates, as those rates apply to UNE-P orders. SBC Illinois has answered the question in this manner based on the representation in the request that the USOCs and associated rates have appeared on bills received by MCImetro Access Transmission Services, LLC ("MCI") on at least some occasions "during 2002 and 2003". MCI has not, however, identified specific bills on which such charges have been applied. In this regard, it should be noted that rates and rate structures have changed over time (including the "during 2002 and 2003" time period noted by WCOM), and charges and rates that may have been applicable during portions of 2002 may or may not be applicable as of 2/14/03.

As noted in the response below, the following non-recurring charges are not currently applicable to the ordering and provisioning of UNE-P in Illinois : (1) NR9UU, SO Charge-Initial Basic Port ($17.37); (2) SEPUP, Processing Charge-Establish (loop order) ($13.17); (3) UJR, Basic Line Port-Residence ($53.01); and (4) UPC, Basic Line Port-Business ($53.01). Based on a review of its electronic ordering and billing systems, SBC Illinois has confirmed that these USOCs are not, in fact, currently being applied to UNE-P orders from MCI that flow through the those systems. To the extent that these rates have been charged to MCI in Illinois during periods of time when they were inapplicable, such incorrect charges appear to have been the result of errors in manually handling a small percentage of orders that fell out of the electronic ordering system .

The other USOCs listed below are all properly applicable to MCI's bills for UNE-P. In the case of six of those USOCs, however, the rates listed below are not consistent with the currently effective tariff rates for UNE-P. These USOCs include the following non-recurring charges (NR9F6, NR9UV, and SEPUC) and the following recurring charges (UJR, UPC and UPZ). Our review indicates that the MCI-specific UNE-P pricing table in the Illinois CABs billing system was not updated when changes to those rates became effective at various times during 2002. The Company in the process of updating those tables.

USOC	USOC DESCRIPTION (NONRECURRING)	RATE
NR9F6	SVC ORD CHRGES-RECORD ORD-BASIC PORT	$15.97

See IL Tariff 20, Part 19, Section 15, Sheet 12. The rate is now 1.02. The rate applies for all record order changes for UNE ports, including UNE ports used in conjunction with UNE-P.

NR9UU	SERVICE ORDER CHARGE-INIT BASIC PORT	$17.37

This rate should not apply to UNE-P per the current tariff. (Orders for stand-alone ports are assessed $2.35 service order charge per Ill. Tariff 20, Part 19, Section 3, Sheet 41).

NR9UV	SUBSEQ CHANGE CHRGE C ORD	$ 1.08

This refers to a charge for additions or changes to an established service. As applied to the UNE-P, the charge should be $1.02 per Ill. Tariff 20, Part 19, Section 15, 3rd Revised Sheet No. 9.

NR9UY	SUBSEQ CHANGE CHRGE R ORD	$14.60

This USOC is no longer in use. As applied to UNE-P, the charge for additions or changes to existing service should be $1.02. (See response above regarding NR9UV).

SEPUC	LINE CONNECT SVC ESTABLISHMENT	$25.08

This is the connection charge for a UNE loop used for a new UNE-P. Per Tariff 20, Part 19, Section 15, Sheet 12, the current charge is $20.21.

SEPUP	PROCESSING CHG-ESTABLISH	$13.17

This charge is currently not applicable to orders for UNE-P. The USOC refers to the initial order charge for a standalone UNE loop. The tariffed rate is currently $2.58. See Tariff 20, Part 19, Section 2, Sheets 29 and 33.

UJR	BASIC LINE PORT-RESIDENCE	$53.01

This is the basic line port connection charge. See Tariff 20, Part 19, Section 3, Sheets 37 and 40. Effective May 10, 2002, this charge was reduced to zero when applied to new UNE-P. See Tariff 20, Part 19, Section 15, Original Sheet No. 12.

UPC BASIC LINE PORT-BUSINESS $53.01

This is the basic line port connection charge. See tariff 20, Part 19, Section 3, Sheets 37 and 40. Effective May 10, 2002, this charge was reduced to zero when applied to new UNE-P. See Tariff 20, Part 19, Section 15, Original Sheet No. 12.

NHCHG UNE-P MIGRATION LINE PORT SIDE $ 1.02

This is the UNE-P migration charge. See Tariff 20, Part 19, Section 15, Sheets 9 and 12.

V1N SPCL-VISIT CHARGE ASSOCIATED WITH INSTLN $85.00

SBC Illinois' review of MCI's most recent bill indicates that this charge was applied for two trips to implement change orders requiring physical work at the end-user customer premises. This work was requested on the LSR ordering the service.

VRP SPCL-VISIT CHARGE ASSOCIATED WITH REPAIR $(varies)

This is a Maintenance of Service Charge associated with trip charges based on CLEC trouble reports where no trouble is found on the SBC IL line. It is not a tariffed rate in IL and can be found in Item M of the Pricing Appendix to the MCIMetro Access Transmission Services, LLC ("MCI") ICA. The charges include a $69.27 trip charge plus $28.52 per quarter hour.

MVV MISC-MAINTENANCE OF SERVICE $(varies)

This USOC is not applicable to UNE-P. This is an access service USOC for maintenance trip charges. SBC Illinois' review of the most recent bill to MCI indicates that this was charged on the bill for access services and not on the bill for UNE-P.

<u>USOC USOC DESCRIPTION (RECURRING) RATE</u>

CXC9X CROSS CONNEC SVC $ 0.14

This cross connect is used for all two wire analog cross connects for various UNE products including UNE-P. See Tariff 20, Part 19, Section 15, Sheet 8. See also Tariff 20, Part 19, Section 3, Sheet 38.1 and Tariff 23, Section 4, Sheet 47 (we use USOC CXC2T for the same purpose).

NSR LOCAL NUMBER PORTABILITY $ 0.28

FCC Tariff #2 Section 4.

Q2HBC	2 WIRE ANALOG LOOP START	$ 7.07

This is a two-wire analog loop start loop for access area B. This applies to stand alone loops and UNE-P loops. See Tariff 20, Part 19, Section 2, Sheet 31. See also Tariff 20, Part 19, Section 15, Sheet 8.

Q2HCC	2 WIRE ANALOG LOOP START	$11.40

This is a two-wire analog loop start loop for access area C. This applies to stand alone loops and UNE-P loops. See Tariff 20, Part 19, Section 2, Sheet 31. See Tariff 20, Part 19, Section 2, Sheet 31. See also Tariff 20, Part 19, Section 15, Sheet 8.

USOC	USOC DESCRIPTION (RECURRING)[1]	RATE

Assume WCOM typo – these are recurring rates.

Q2HCD	2-WIRE ANALOG LOOP START	$11.40

This is a two-wire analog loop start loop for access area C. This applies to stand alone loops and UNE-P loops. See Tariff 20, Part 19, Section 2, Sheet 31. See Tariff 20, Part 19, Section 2, Sheet 31. See also Tariff 20, Part 19, Section 15, Sheet 8.

U2HXA	AREA A 2 - WIRE BUSINESS	$ 2.59

This is a two-wire analog loop start loop for access area A. This applies to stand alone loops and UNE-P loops. See Tariff 20, Part 19, Section 2, Sheet 31. See Tariff 20, Part 19, Section 2, Sheet 31. See also Tariff 20, Part 19, Section 15, Sheet 8.

U2HXB	AREA B 2 - WIRE BUSINESS	$ 7.07

This is a two-wire analog loop start loop for access area B. This applies to stand alone loops and UNE-P loops. See Tariff 20, Part 19, Section 2, Sheet 31. See Tariff 20, Part 19, Section 2, Sheet 31. See also Tariff 20, Part 19, Section 15, Sheet 8.

U2HXC	AREA C 2 - WIRE BUSINESS	$11.40

This is a two-wire analog loop start loop for access area C. This applies to stand alone loops and UNE-P loops. See Tariff 20, Part 19, Section 2, Sheet 31. See Tariff 20, Part 19, Section 2, Sheet 31. See also Tariff 20, Part 19, Section 15, Sheet 8.

UJR	BASIC LINE PORT-RESIDENCE	$ 5.01

[1] The request refers to the following rates as "nonrecurring." In fact, they are recurring rates.

This is a monthly recurring rate for ULS-ST. See Tariff 20, Part 19, Section 3, Sheet 40. The current rate is $2.18. See also Tariff 20, Part 19, Section 15, Sheet 8.

UPC	BASIC LINE PORT-BUSINESS	$ 5.01

This is a monthly recurring rate for ULS-ST. See Tariff 20, Part 19, Section 3, Sheet 40. The current rate is $2.18. See also Tariff 20, Part 19, Section 15, Sheet 8.

UPZ	GROUND START LINE PORT-PBX 2W	$ 5.78

This is a monthly recurring rate for ULS-ST. See Tariff 20, Part 19, Section 3, Sheet 40. The current rate is $2.18. See also Tariff 20, Part 19, Section 15, Sheet 8.

Pat Webb

From: EHR, JAMES D (AIT) [je2471@sbc.com]
Sent: Wednesday, June 12, 2002 8:56 PM
To: 'Siegel, Howard'; FERRIER, MARTHA (AIT); 'John Kern'; Vanderpol,Rebecca L - NCAM; Pat Webb; Trabaris,Douglas W (Doug) - LGA; Tom Lonergan; Christine Emmel; Bill Ralls; Mike Batts; Rick Schmaltz; Dan Kearney; Rodney Gregg; Ann Schneidewind; Al Ernst; Karen Kinard; Karen Coleman; Sherry Lichtenberg; James Denniston; Tom O'Brien; Orjiakor Isioguo; Samonek,JoAnne C - NCAM; Moore,Karen W - NCAM; Pearl,Denise A - LGA; Brown,Frances E (Francie) - LGA; Reidy,John J,III (Jay) - LGA; MCKENZIE, DANIEL R (AIT); GLEASON, ROBIN M (AIT); FRENTZ, SUSAN (AIT); FENNELL, KELLY A (AIT); ANDERSON, CRAIG (Legal); Erin Gravelyn; Allen Francis; Gomoll,John - LGA; VANDERSANDEN, SCOTT (AIT); Theresa Powell; Steve Hughey; Brad Kruse; David Chorzempa; John Eringis; Timothy M Connolly; Pete Gardon; Pete Jahn; Shane Kaatz; Nick Jackson; Todd McNally; LindeN@psc.state.wi.us; Nberman@wheelerlaw.com; JOHNSON, RHONDA J (AIT); Klipstein,Robert B - NCAM; djhanson@mbf-law.com; wright@cwpb.com; Finney,Scott L - NCAM; VardaM@psc.state.wi.us; WieckA@psc.state.wi.us; hughesej@DOJ.STATE.WI.US; Carol Pomponio; Joan Campion; Lee Lauridsen; Beth Finnerty; Judi Sanders; Joe Serio; bbfarris@lawsome.com; bergmann@occ.state.oh.us; hagans@occ.state.oh.us; hardie@occ.state.oh.us; Hollie Mion; sbloo@be.bricker.com; Steve Reilly; jdorr@be.bricker.com; Mary Christensen; Nourse, Steve; Dave Albino; Clark Stalker; Candice Glover; Bill DeFrance; Adam Gilbert; Diane Bowers; Jim Metropolis; Morreale, Carla; BARTON, JEFF (AIT); mecarter@covad.com; bszafran@covad.com; Mike Ashton; rwalters@z-tel.com; WILLIAMS, MARGARET E (AIT); LENAHAN, JOHN (Legal); Jane_Van_Duzer/FOCAL@focal.com; Jerry FINEFROCK; Scott Girard; Pam Sherwood; HESS, TOM J (AIT); Kathy Wilson; Tim Kagele; MITCHELL, JOHN M (PB); Ameritech271 @urc.state.in.us; Julie Keen; HAPPEL, RANDY (AIT); HERITAGE, DEBORAH O (MSI-USA); Gorfin, Eugene; Hawkins, Robert; T Monroe (E-mail); Bennett, Bruce; Mielert, Peter T; CHRISTENSEN, FRED C (AIT); Emily Salisbury; Howard Siegel; Jack Dempsey; Christopher Frentrup; DE DOLPH, LINDA (AIT); Casey, Christopher (US/Tyson's Tower); William A. Haas; Dan Lipschultz; Hegstrom,Cate D - LGA; Siegel, Jordana; Gray, Linda; Cahaan, Richard; Choueiki, Hisham; HUDZIK, JOHN (AIT); Peterman, Linda; stenerelli@rhythms.net; COTTRELL, MARK (AIT); Chad Sharp; Scott Smith; NAVICKAS, DONNA (AIT); John_Parker Erkmann; Van De Water, Mark D, NCAM; 'deborah.kuhn@wcom.com'; McClerren, Sam; Brady, Sean; @ Townsley, Darrell; @ Muncy, Dennis; PERDIOU, DENO (AIT); @ Kilb, Ed; 'Geoff Grigsby'; Green, Bud; Hester, John; @ Donovan, Joseph; SUNDERLAND, LOUISE (Legal); @ Marshall, Marilyn; 'Mary Haberek'; SHEDLOCK, MARY (AIT); @ Ward, Mike; Nicdao-Cuyugan, Joy; FLECK, PATRICIA (AIT); Patrick, Melanie; 'Rendi Mann-Stadt'; @ Moore, Stephen; 'Valerie Evans'; VanderLaan, Julie; 'Wendy Bluemling'; Beyer, Gene; BRANDVOLD, DAVID (MSI-USA); OLVERA, JOHNNY (SBC-MSI); CULLEN, ANGELA M (SBCSI); KABZINSKI, EMMA (AIT); MCDONALD, VICKI L (AIT); Liu, Qin; DROMBETTA, SUSAN A (AIT); 'Flanigan, Alan'; 'Henson, James', AT&T; 'Stewart, Joe', Sprint; 'sullivan, kevin'; dhsiao@rhythms.net; Scott, Jonathan C; Mulcahy, Michael; Marianne McAllister; Maureen Flood; BROWN, JUSTIN (MSI-USA); MARIFKE, CHRISTINE J (AIT); Gregory M. Levesque; Anne La Lena; Bodamer, Bradford; Morehouse, Richard A.; UPHOLZER, JEFF (AIT); KIM, STEVE H (AIT); Drinski, Michael; Robin Jackson; Kelly, Robert; POULTON, RICHARD A (AIT); VANALSTINE, DARRYL C (SBCSI); Lesley Lehr; SAUNDERS, NANCY J (AIT); Jenn, Mark; Bennett, Maggie; Brett.D.Leopold@mail.sprint.com; Steve.Minnis@mail.sprint.com; Karen Furbish; Scheiderer, Barbara; Healy, Peter; Cox, Rod; TROST, JOHN (AIT); GOMEZ-MCKEON, VIVIAN (AIT)
Subject: PM Collaborative Info - Line Loss Notice Logic

This email provides the Collaborative with requested information related to PM MI-13. SBC/Ameritech was requested to describe what Line Loss Notices are included in the PM.

Included below is information describing when Line Loss Notices are sent. Under each of these situations the Line Loss Notice will be included in the proposed PM MI-13.

Line Loss Notices are sent when:

* A CLEC end user migrates to another CLEC

* A CLEC end-user returns or migrates to SBC/Ameritech
* A Line Sharing loss occurs
* Line Loss Notices are not sent based on specific product types
* Line Loss Notices are not sent when the winning and losing carrier are both under the same corporate umbrella

For Migration-Related Line Loss:

* The Line Loss applies when a CLEC customer migrates to another service provider
* The notice is sent after the migration completes
* An ACT V or W on the LSR from the "winning" service provider is required

For Line Sharing Loss:

* The Line Loss applies when the Line Share TN is disconnected, moved or converted; or when the retail disconnect or move order has a subsequent change
* Line Loss does not apply when the retail TN is changing, or when a retail disconnect or move order is cancelled
* The Notice is sent when the retail order is released
* No LSR is received by the SBC/Ameritech LSC

SBC/Ameritech is prepared to discuss this in the Collaborative session on Thursday.

Jim Ehr
Director-Performance Measurements
Ameritech External Affairs

* Work: 847.248.4375
* Pager: 847.684.6161
* Fax: 847.248.3890
* Email Text Page: 8476846161@airmessage.net <mailto:8476846161@airmessage.net>

1. PERFORMANCE MEASUREMENTS (cont'd)

E. BUSINESS RULES (cont'd)

Additional Measures (cont'd)

MI 13. **Measurement - Percent Mechanized Line Loss Notifications within one day of work completion** (T) (T)

Definition
Percent mechanized line loss notifications returned within one day of the completion of work. (T) (T)

Exclusions
Line Loss Notifications that are delayed due to a telecommunications carrier cause that prevents the Company from completing the order and thus sending the line loss notification. (T) (T)

Business Rules (D)
Days are calculated by subtracting the date the line loss notification was sent/made available to the telecommunications carrier from the work completion date. The date that the last service order associated with the LSR is provisioned is the work completion date. The calculation is based on business days, using a full 24-hour day. (N)

This includes all product/ordering scenarios for which loss notifications are to be sent according to the information documented on the CLEC On-Line website.

Where telecommunications carrier accesses the Company - LEC's systems using a Service Bureau Provider, the measurement of the Company - LEC's performance shall not include Service Bureau Provider processing, availability or response times.

Calculation of the number of days between the day of work completion and the day line loss notification was sent/made available to the telecommunications carrier will exclude non-system processing days as documented on CLEC On-Line or communicated in advance via accessible letter. (N)

Levels of Disaggregation
None (T)
(D)

/1/

/1/ Material now appears on Original Sheet 359.1 of this Section.

1. PERFORMANCE MEASUREMENTS (cont'd) /1/

E. BUSINESS RULES (cont'd)

Additional Measures (cont'd)

MI 13. Measurement - Percent Mechanized Line Loss Notifications within one day of work completion (cont'd) (T)

Calculation	*Report Structure*
(# of mechanized line loss notifications returned to the telecommunications carrier within one day of work completion ÷ total line loss notifications) * 100	Reported for telecommunications carrier all telecommunications carriers and the Company Affiliates (T)

Measurement Type
Tier 1 - Low (T)
Tier 2 - Low (T)

Benchmark
97% (T)

/1/

/1/ Material formerly appeared on Original Sheet 359 of this Section.

1. PERFORMANCE MEASUREMENTS (cont'd) (N)

E. BUSINESS RULES (cont'd)

Additional Measures (cont'd)

MI 13.1 **Measurement - Average Delay Days for Mechanized Lined Loss Notifications**

Definition
Average business days from completion of work to the date the line loss notification was sent/made available to the telecommunications carrier for line loss notifications that miss the standard of one business day.

Exclusions
Line Loss Notifications that are delayed due to a telecommunications carrier cause that prevents the Company from completing the order and thus sending the line loss notification.

Business Rules
Days are calculated by subtracting the date the line loss notification was sent/made available to the telecommunications carrier from the work completion date. The date that the last service order associated with the LSR is provisioned is the work completion date. The calculation is based on business days, using a full 24-hour day. Only those notifications that were sent/made available outside the one business day standard are included in this measure.

This measure includes all product/ordering scenarios for which loss notifications are to be sent according to the business rules documented on CLEC On-Line website.

Where telecommunications carrier accesses the Company - LEC's systems using a Service Bureau Provider, the measurement of the Company - LEC's performance shall not include Service Bureau Provider processing, availability or response time.

Calculation of the number of days between the day of work completion and the day line loss notification was sent/made available to the telecommunications carrier will exclude non-system processing days as documented on CLEC On-Line or communicated in advance via accessible letter.

Levels of Disaggregation
None (N)

1. PERFORMANCE MEASUREMENTS (cont'd) (N)

E. BUSINESS RULES (cont'd)

Additional Measures (cont'd)

MI 13.1 **Measurement - Average Delay Days for Mechanized Lined Loss Notifications (cont'd)**

Calculation	*Report Structure*
Σ(Work completion date for line loss notifications sent outside the standard - Date LLN sent/made) ÷ (total line loss notifications sent outside the standard)	Reported for telecommunications carrier, all telecommunications carriers, and Company Affiliate

Measurement Type
Tier 1 - None
Tier 2 - None

Benchmark
Diagnostic (N)